INVITATION TO BID

Notice is hereby given that sealed bids will be received by the Township Committee of Lower Alloways
Creek for <u>lab analysis services</u> in accordance with specifications and general conditions which
may be obtained from the Township Purchasing Agent, at his office in the Municipal Building, 501
Locust Island Road, Hancock's Bridge, New Jersey, 08038 during normal business hours.
Each proposal shall be submitted in a sealed envelope with the name and address of the bidder clearly identified
on the outside of the envelope together with the notation, "LAB ANALYSIS" .
All bids shall be submitted to the Township Purchasing Agent by 1:00PM, Wed., 5/12/10 at the Municipal
Building located in Hancock's Bridge, New Jersey at which time the bids will be opened and read aloud.
C-1 Lid shall be a commercial by a hid hand an contified about mayable to I avven Allayers Charle Township in
Each bid shall be accompanied by a bid bond or certified check, payable to Lower Alloways Creek Township in
the amount often (10%) percent of the total amount bid, not to exceed \$20,000., as a guarantee that if the contract
is awarded to said bidder, he will enter into contract therefore.
The successful bidder shall enter into a written contract with the Township in accordance with the Invitation to
Bid, Specifications, General Conditions and the Award.
Dia, provincation, origini continuit and in it main.

The Township reserves the right to reject any and all bids and to waive any informalities as the interest of the Township may require. The Township is not responsible for loss or destruction of any bids mailed or delivered to the Township Purchasing Agent prior to the time set for bid opening.

All bidders must meet equal employment opportunity requirements of P.L. 1975, C 127, as described in the specifications. All bidders must comply with the provisions of P.L. 1977, C 33. Bidders are required to comply with the requirements of NJ.S.A. 10:5-31 et seq., N.J.A.C. 17:27 and NJ.S.A. 52:32-44.

By order of the Township Committee of Lower Alloways Creek Twp.

TOWNSHIP OF

LOWER ALLOWAYS CREEK

GENERAL INSTRUCTIONS AND CONDITIONS

1. BID SUBMISSION

transact business in the State of New Jersey.

Bids shall be returned on the bid form enclosed herein. They shall be returned in sealed envelopes addressed to:

PURCHASING AGENT LOWER ALLOWAYS CREEK TWP. P.O. BOX 157 HANCOCKS BRIDGE, NJ 08038

The envelope shall be marker in the lower left quadrant:

4 PUBLIC DISCLOSURE

No corporation or partnership may be awarded a contract for the performance of work or the furnishing of materials or supplies, unless it lists with its bid, or prior thereto, the name and addresses of all stockholders who own ten (10) percent or more of its stock of any class, or all individual partners who own a ten (10) percent or greater interest therein (NJSA 52:24-24.2, PL 1977, Chapter 33).

Failure to supply this information shall be cause for disqualification of a bidder.

5. AWARD OF CONTRACT

Contract will be awarded to the lowest responsible bidder, but the Township reserves the right to reject any and all bids and to waive any discrepancies therein.

6. EXCEPTIONS TO SPECIFICATIONS

Exceptions, if any, to the bid specifications, shall be noted on a separate sheet. The Township or its designated representative shall be sole judge as to the equality of bids as submitted by prospective bidders.

7. QUANTITY

Unless otherwise specified on the bid form or in the special instructions for individual classes of commodity, the quantities listed are approximates only and the Township does not guarantee to purchase any definite quantities.

8. TIME FOR MAKING AWARDS

The Township shall make contract awards or reject all bids within sixty (60) days after the bid opening.

9. INDEMNIFICATION

Bidders shall agree, if awarded a contract, that they will indemnify and save harmless the Township of Lower Alloways Creek from all suits and actions of every nature and description brought against it, growing out of that contract, or contracts, written or verbal, entered into between the Township and the successful bidder, and further that upon the awarding of the contract in accordance with these specifications, this agreement of indemnifications shall automatically become effective.

10. PRICES

Careless in quoting prices, or in preparation of bid otherwise will not relieve the bidder. Bid prices shall be F.O.B. destination and net, with all discounts deducted except the cash discount for prompt payment of invoice, if offered.

11 WITHDRAWAL OF BID

A written request for withdrawal of a bid will be granted if received by the purchasing agent before any bid has been opened.

12. TAXES

The Township is exempt from all Federal and state taxes.

13. AFFIRMATIVE ACTION

Bidders are required to comply with the requirements of P.L. 1975, C127 (NJAC 17:27).

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to subchapter 10 of the administrative code (NJAC 17:27).

14. QUESTIONS

Questions concerning this bid invitation may be directed to the purchasing agent at (935-2556 during normal business hours (M-F, 8:30am - 4:30pm).

15. ITEMS BID

No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types/products that will meet specifications. Bidders must determine for themselves which type/product to offer. If said bidder should submit more than one price on any one item, all prices for that item shall be rejected.

16. RETURN OF BID SECURITY

Said bond or check will be returned to the three lowest bidders upon receipt of approved performance bond, if required, and upon execution of a formal contract with the successful bidder.

17. ASSIGNMENT

The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to anyone without the written consent of the Township of Lower Alloways Creek.

18. RETURN OF CONTRACT

Non-performance by the successful bidder, or his failure to execute the contract or meet the performance bond requirements within ten (10) days after the award, may result, at the option of the Township, in his bid security being forfeited to the Township as liquidated damages and not as a penalty.

19 DIFFERENCES

Should any differences arise between the contracting parties as to the meaning or intent of these instructions or specifications, the purchasing agent or his designated representative's decision is to be final and conclusive.

20 ADDITIONAL CLAIMS

The successful bidder agrees that he will make no claim for additional payment or any other concession because of any misinterpretation or misunderstanding of the contract on his part, or failure to fully acquaint himself with any conditions relating to the contract.

21. ORAL INSTRUCTIONS

Neither the Township nor its authorized representatives will be responsible in any way for oral answers unconfirmed in writing to any inquiries regarding the intent or meaning of these specifications.

22. NEW JERSEY LAWS

These specifications, instructions to bidders and all accompanying documents, the bid and contract awarded to the successful bidder shall be construed in accordance with the laws of the State of New Jersey. Contractor's will be required to submit their bids based on the prevailing wage rates as listed with the NJ Department of Labor.

23. STANDARD CONTRACT

The successful bidder(s) will be required to sign and execute the Township's standard contract.

24. FAX BIDS

Please be advised that fax transmissions of any of the required bid documents will not be acceptable. YOUR BID WILL BE DECLARED NON-RESPONSIVE.

25. NEW JERSEY BUSINESS REGISTRATION

All vendors must submit with their bid a copy of their NJ Business Registration Certificate. Any vendor who currently does not possess a certificate can obtain information on how to register by visiting the State's website, www.state.nj/treasury/revenue/busregcert.htm. Your bid will be rejected if this document is absent from your proposal.

26. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

All vendors must submit with their bid a completed acknowledgement of receipt of addenda with their bid. Your bid will be rejected if this document is absent from your proposal.

27. DELIVERY TIME

Vendor will be responsible for the timely filing of all reports as required by the permits for each site that is a part of this proposal. Vendor will be responsible for any penalties issued as a result of the delayed or late filing of these reports with the proper agency(ies).

28. INSURANCE REQUIREMENTS

Vendor will supply proof of the following coverage with their bid and will keep all policies current for the duration of this contract:

- A) Worker's Compensation Statutory Limits Employers' Liability \$100,000 Limits
- B) General Liability, in a comprehensive form, with a minimum limit of \$500,000
- C) Motor Vehicle Liability, in a comprehensive form, with a minimum limit of \$500,000 including:
 - 1) Owned automobiles
 - 2) Hired automobiles
 - 3) Non-owned automobiles

29. LOCATION

The general location of each plant is as follows:

Sewer plants:

Poplar Street, Hancocks Bridge Permit# NJ0050423 Main Street, Canton

Permit# NJ0062201

Well house:

New Bridge Rd, Salem

Permit# PWSID1704001

All prospective vendors are advised to familiarize themselves with the location and accessibility of each facility.

Vendors may contact PW Foreman Lewis Fogg, or his designee, at (856)935-5252, ext 10, for an inspection of each treatment plant by no later than 5/10/10. The time(s) set by Fogg shall be final.

30. TERM OF CONTRACT

The contract award shall have a term from 6/1/10 (or thereabout) through 5/31/12. However, in the event that this contract expires with no new contract in place, vendor will be required to maintain current pricing for sixty days to allow for the institution of a new contract.

During the period of this contract, no change is permitted in any of its conditions and specifications unless the contractor receives written approval from the Township committee.

LOWER ALLOWAYS CREEK TOWNSHIP RESERVES THE RIGHT TO CANCEL THIS CONTRACT AFTER THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR.

SPECIFICATIONS:

- 1. Parties agree that all statutes of the State of New Jersey relating to public contracts, including but not limited to statutory provisions for affirmative action, rules and regulations promulgated by the State Treasurer.
- 2. Vendors will be required to submit a copy of their NJ Business Registration Certificate.
- 3. The Township is exempt from all state and Federal sales tax.
- 4. All proposals must be returned no later than 1:00PM on Wednesday, 5/12/10 for consideration. The Township is not responsible for lost or misdirected bids.
- 5. The Township reserves the right to accept or reject any and all proposals and to waive any informalities as the interest of the Township may require.
- 6. If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.
- 7. It is the intent and purpose of these specifications to describe the type of lab analysis services desired by the Township of Lower Alloways Creek and to list all requirements necessary for entering into contract for providing the specified service as provided herein and as applicable in the proposal page.

The conditions and requirements are intended to be open and non-restrictive for the purpose of obtaining adequate participation of interested vendors, uniformity in the submission of quotes and selection of the most responsible vendor.

If and wherever a brand name appears in these specifications, it is to establish the grade or quality of product desired. The Township does not wish to rule out equivalent brands or products and therefore will accept an equivalent product provided the vendor can furnish sufficient documentation that their product in fact meets or exceeds these specifications.

- 8. All proposals will submit a schedule of testing to be done as needed and dictated by the operating permits for each site for the duration of the contract. Pricing will include the cost of testing based on the minimum number of required tests for a twelve month period. The unit cost for each test will be charged for any additional testing that is required for the duration of the contract.
- 9. Pricing will include the pickup of any/all samples on a daily basis or as required by the operating permits. All required reports will be filed with the proper State agencies and a copy submitted to the Township's public work's foreman at the following address:

Attn: Lewis Fogg, PW Foreman LAC Township P.O. Box 157 Hancocks Bridge, NJ 08038

10. Payment for services will be made at the monthly meeting (third Tuesday) of the Township committee upon receipt of a completed voucher with an invoice attached. Completed vouchers must be submitted to the following address:

Attn: Kevin S. Clour LAC Township P.O. Box 157 Hancocks Bridge, NJ 08038

A supply of vouchers will be provided the winning bidder that will have the vendor's name & address, the proper purchase order number and other information filled for the convenience of the winning contractor.

BID PROPOSAL FORM

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	(Contract	Γitle and	Bid Nur	nbei	, if ap	plicab	le)		
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TT. 1									
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STOCKHOLDER DISCLOSURE CERTIFICATION This Statement Shall Be Included with Bid Submission

Name of Business				
I certify that the list belo holding 10% or more of	w contains the r the issued and o OR	names and home ado outstanding stock of	dresses of all stockho the undersigned.	lders
I certify that no one stock of the undersigne		0% or more of the is	sued and outstanding	4
Check the box that represent	s the type of bu	siness organization	:	
Partnership	Corporal	iion	Sole Proprietors	hip
Limited Partnership	Limited l	_iability Corporation	Limited Liability	Partnership
Subchapter S Corporation				
Sign and notarize the form below.	below, and, if r	ecessary, complet	e the stockholder lis	st .
Stockholders:				
Name:		Name:		
Home Address:		Home Address:		
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Name:	· · · · · · · · · · · · · · · · · · ·	Name:		
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Name:			·	_
Home Address:	-	<u></u>		
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Subscribed and swom before me	e this day of	<u> </u>	(Affiant)	
(Notary Public)			(Print name & title of a	ffiant)
My Commission expires:			(Corporate Seal))

NON-COLLUSION AFFIDAVIT

County of	ss:
I, res	sidina in
(name of affiant)	(name of municipality)
in the County of	my oath depose and say that:
I am	of the firm of
(title or position)	of the firm of
	_ the bidder making this Proposal for the bid
entitled	and that I executed the said proposal with
(title of bid proposal)	, and that I executed the said proposal with
	, directly or indirectly entered into any agreement,
	en any action in restraint of free, competitive bidding and that all statements contained in said proposal
and in this affidavit are true and correct, and i	
relies upon the	e truth of the statements contained in said Proposal
(name of contracting unit)	
and in the statements contained in this aima	vit in awarding the contract for the said project.
I further warrant that no person or selling age	ncy has been employed or retained to solicit or
secure such contract upon an agreement or u	
	e employees or bona fide established commercial of
selling agencies maintained by	A AND AND AND AND AND AND AND AND AND AN
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before me this day	
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Notary public of	
My Commission expires	
(Seal)	
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VENDOR DATA SHEETS

The Bidder states that he has carefully examined the specifications and that he has fully informed himself regarding all conditions pertaining to the work to be done, and that he will furnish all labor and material and assume all responsibilities even though not specifically mentioned but which are necessarily required or reasonably implied to obtain the completed conditions contemplated.

1. The number of year	ers your firm has been	en performing th	e specified ser	vices:
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2. The location of you	our office that will b	oe responsible fo	r managing thi	is contract:
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3. The name and te	lephone of a respon or information is req	nsible individual to Juired by the Ow	hat can be conner:	ntacted at all
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Choin	
The Bidder hereby verifies that he	e attended the mandatory Pre-Bid Conf
Bidder's Signature:	
heldBidder's Signature:	
heldBidder's Signature: The Bidder hereby acknowledges	s the receipt of the following issues of A

Respectfully submitted,

NOTE: If the Bidder is a corporation, the President or other head

officer shall sign and affix the corporate seal to be attested to by

the Secretary.

Tegal Name of Corporation Business Address Signature of President or Other Head Officer a Title of Such Officer a Title of S												
Signature of President or Other Head Officer & Title of Such Officer & Title o			Corporation	Name of	Leg				•			
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Signature of President or Other Head Officer & Title of Such Officer & Title o	•	*	•							•		
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Signature of President of Guch Officer & Title of Such			•	· · · · · · · · · · · · · · · · · · ·	• 	- · · · ·	, , ,4	•				
ATTEST: Signature of Secretary OTE: If the bidder is an unincorporated firm or partnership, it is be signed by the firm or partnership name and also by all partners of the firm in their individual names. Legal Name of Firm or Partnership.	icer	Other Such Off	President o & Title of	ure of	Sig Hea				· -	EAL)	(SI	
Signature of Secretary OTE: If the bidder is an unincorporated firm or partnership, it is be signed by the firm or partnership name and also by all properties of the firm in their individual names. Legal Name of Firm or Partnershims. Business Address		•			;							٠
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OTE: If the bidder is an unincorporated firm or partnership, it is be signed by the firm or partnership name and also by all properties of the firm in their individual names. Or members of the firm in their individual names. Legal Name of Firm or Partnership.			Secretary	ture of	Si			-	-		•	
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Date

AFFIRMATIVE ACTION COMPLIANCE NOTICE N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS (INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;
- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY:	SIC	GNATURE:	1
PRINT NAME:	T	TLE:	· ·
DATE:		•	

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national, origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordane with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.

Submitte		ē	•		. `	
Name of	Firm:_			· ·		
Ву:						
Title:_						
Date:			: 			-

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number		<u>Dated</u>	
	•		
	• •		
	-		
	-		
No Addendum Received		Dated	
			
Acknowledged for:			
(Print or Type Na	me of Bidder)		,
By:(Print or Type Na	me of Authorized	Individual)	
Signature:			
Title:			

Lower Alloways Creek Township

BID DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required entry and if requiredm submit the item
H	Stockholder Disclosure Certification	
	Non-Collusion Affidavit	
S	Bid Proposal Form	
	References (VENDOR DATA SHEETS)	
M	PROOF OF INSURANCE	
П		
E	Bid Guarantee (with Power of Attorney for full amount of Bid Bond)	
П	Public Works Contractor Certificate	
II	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
	Mandatory Affirmative Action Language	
	Acknowledgement of Receipt of Addenda	·
<u>п</u>	Americans with Disabilities Act of 1990 Language	
B	Proof of Business Registration	

^{*}This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.